



Cell Project Space/ Cell Foundation
258 Cambridge Heath Road
London E2 9DA
+44(0)208 9816336
info@cellprojects.org
cellprojects.org
Charity no. 1156554/ Ltd Company no. 8565097

SUPPORTERS AGREEMENT

16/01/2024

Cell Foundation Charity: Cell Project Space Gallery (1)

Supporter: Estonian Ministry of Culture, Suur-Karja 23, Tallinn 15076 (2)

Public programming with curators Niina Ulsfak, Mischa Lustin and Grete-Ly Valing for their collaboration with Coumba Samba's solo exhibition, 27 March 2024 – 2 June 2024 (3)

THIS AGREEMENT is made

BETWEEN:

(1) Cell Foundation/on behalf of Cell Project Space Gallery

-and-

(2) Estonian Ministry of Culture

This contract enters into an agreement with The Estonian Ministry of Culture, that an event compensation £1000 will be used as restricted funds for;

(3) Niina Ulsfak, Mischa Lustin and Grete-Ly Valing for their collaboration with Coumba Samba's solo exhibition, being paid directly to the charity Cell Foundation.

Restricted funds: consists of grants that Supporter's require that the funds be used in a specific way or for a specific purpose.



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This Agreement is to ensure that Cell Foundation properly manages its priorities and projects with appropriate independence from its supporters. The agreement also aims at providing transparency regarding the identity of Cell Foundation's sources of compensation to avoid any suspicion of inappropriate influence or conflicts of interest concerning Cell Foundation's activities.

1 Definitions

1.1 "Board" shall mean the governing body of Cell Foundation.

1.2 "Supporter" shall mean any person or entity that provides event compensation, in any amount or form, to Cell Foundation.

1.3 "Compensation or Support" shall mean support to Cell Foundation, generally in the form of financial resources, but which also can take the form of services rendered by a supporter (in-kind support,) or other resources, such as office premises, provided by a Supporter. Compensations will consist of only voluntary, unilateral support to Cell Foundation without return compensation or service rendered by Cell Foundation.

1.4 "CELL FOUNDATION" shall mean [*the non-governmental organisation enacting this Ethical Compensation Agreement*], acting through an authorised officer, employee or other representative- in this case The Board Of Trustees

1.5 "Agreement" shall mean this Ethical Compensation Agreement, adopted by the Board of CELL FOUNDATION on [27th December 2019].

1.6 "The Reviewer" shall mean the group responsible for performing the in-depth review of proposals for compensations according to the criteria set forth in this Policy, including mandatory review of funding/ compensations of up to £ 50,000 or more, e.g., committee of the Board.

2 Principles and Mission Statement

[*Cell Foundation's Charity Objects:*]

- *To promote the practice and appreciation of the arts for the public benefit and to advance the public's education in the arts by:-*
- *the establishment and maintenance of an art gallery*
- *the provision of exhibitions, public discussion and intern training programmes*



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- *supporting artists who are in financial need by assisting with working studio space for them*

3 Terms of Agreement

- 3.1 The Supporter confirms that generally the proposed event compensation specifically complies with applicable law and any regulations pertinent to Cell Foundation.
- 3.2 The Supporter confirms that the event compensation will not threaten or cause inappropriate influence over Cell Foundation's programmes and activities.
- 3.3 The Supporter confirms that the programmatic and reporting requirements of the compensation will not impose an undue burden on the capacity of Cell Foundation.
- 3.4 The Supporter confirms that their event compensation bears no significant risk that public association with the Supporter will compromise the integrity, or negatively impact the reputation, of Cell Foundation, and that Cell Foundation's members, partners, and other constituencies relevant to the mission and affected by the work of Cell Foundation would not reasonably perceive acceptance of the event compensation to be inappropriate or unethical.
- 3.5 The Supporter confirms that the Supporter's source of event compensation is compliant with local money laundering laws (for example, United Kingdom Proceeds of Crime Act of 2002).
- 3.7 The Supporter confirms that the type of costs or activities to be compensated by the Supporter are consistent with Cell Foundation's policies and procedures (e.g., if restricted funding is only accepted for specific types of projects, Cell Foundation shall confirm funding can and will be used accordingly).
- 3.8 The Supporter confirms that the Supporter's reporting and disclosure requirements are consistent with the data and other privacy policies of Cell Foundation and the privacy rights of its employees and beneficiaries
- 3.9 The Supporter confirms the support-making procedures and requirements of the Supporter comply with the transparency and freedom of information policies and practices of Cell Foundation.

Funds Acceptance: Supporter-Specific Conditions

Sections that discuss the type of Supporters relevant to Cell Foundation can be selected from the following categories. Cell Foundation can select which criteria it seeks to apply to which type of Supporter and can indicate for which purposes funds received from the respective Supporter type will be used.

³ CELL FOUNDATION adopts a conflict of interest policy and have incorporated this provision into that policy.

^{3.5} In making this inquiry, CELL FOUNDATION has considered among other factors, the following questions: i) the nature of the business that the Supporter is involved in or associated with, ii) whether the Supporter has received unfavourable media attention for its actions, iii) whether the Supporter has been or is currently involved in litigation



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4 Individual Supporters

Cell Foundation will accept an event compensation from Estonian Ministry of Culture and understand that the following criteria are met:

- 4.1 The Supporter confirms that the Supporter's public reputation, based on publicly available information, will not negatively affect Cell Foundation by association. Cell Foundation will not accept compensation from any Supporter whose business practices are unlawful or unethical or threaten harm to the reputation of Cell Foundation;
- 4.2 The Supporter confirms that the risk of influence by the Supporter is acceptable to Cell Foundation and will not interfere with the mission or programmes of Cell Foundation.
- 4.3 The Supporter confirms that any specific privacy concerns of the Supporter, including maintaining the anonymity of the Supporter, the funding amount, or the stated purpose of the event compensation are consistent with Cell Foundation's transparency policies; and
- 4.4 The Supporter confirms the lawfulness and legitimacy of the source of the event compensation and Cell Foundation's reputation.
- 4.5 The Supporter confirms that their support is [sum of £1000] to cover costs for [Niina Ulsfak, Mischa Lustin and Grete-Ly Valing for their collaboration with Coumba Samba's solo exhibition; to contribute towards fees for the curators and artist their material costs for the public programme at Cell Project Space Gallery.]
- 4.6. The Supporter confirms that the Supporter's public reputation, based on publicly available information, will not negatively affect Cell Foundation by association. Cell Foundation will not accept funds from any Supporter whose ideology or practices are unlawful or unethical or threaten harm to the reputation of Cell Foundation, such as discrimination based on race, ethnicity, gender or gender identification, sexual preference, nationality, age, disability, or other embodiment or expression of fundamental human rights; and the Supporter confirms that they are not involved in any of the above stated practices.

5 Event Compensation Acceptance: General Conditions

Cell Foundation shall advise the Reviewer of all proposed supports of £50,000 or more, so that the Reviewer may determine whether the support should be accepted. The Reviewer shall review the support for compliance with, among other things, the terms and conditions of this Policy, the other policies, including other ethics guidelines of Cell Foundation, and any other considerations that Cell Foundation determines are appropriate given the nature of the Supporter and/funds or compensation.



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5.1 Supports valued at less than £ 50,000 need not undergo review by the Reviewer. However, acceptance of all supports must comply with the requirements of this Policy.

5.2 Subject to the requirements set forth in this Policy, CELL FOUNDATION shall have broad discretion in determining which supports to accept and which supports to reject; Cell Foundation may choose to make public information relating to the rejection of any support in accordance with the transparency provisions set forth in this Policy.

5.3 In addition to the specific considerations based on Supporter type in this Policy, Cell Foundation will also take into account the following general considerations for all types of Supporters:

⁵ Cell Foundation will determine the composition of the Reviewer that is feasible for its circumstances. The Reviewer likely should consist of one or more members of each of the Board and management, but also include at least one independent individual to provide a dispassionate perspective.

⁵ Cell Foundation may opt to apply a higher minimum for referral to the Reviewer, such as £ 100,000, when the proposed support meets a threshold test of acceptability, including such factors as: 1) Cell Foundation has received one or more previous supports from the proposed Supporter without any adverse consequences over a period of at least one year; 2) the proposed support has no conditions or restrictions, including any specific publicity for the proposed Supporter; 3) the proposed Supporter is not the subject of any known controversy and has no known ideological, partisan, or commercial affiliation; 4) the proposed Supporter plans to provide the support by transfer from a reputable bank or another form that involves verifying the source of funds and the donor's identity; 5) similar factors of credibility.



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6 Transparency and Communications

6.1 The relationship of Cell Foundation and the supporter shall be made public upon acceptance of the compensation through any means to which Cell Foundation and the Supporter agree, which may include, but are not limited to:

6.2 Cell Foundation shall agree that the Supporter may state its support to Cell Foundation in its own media communications if they so wish.

6.3 Cell Foundation shall agree that the supporter may publicise the nature of any specific project or initiative: (i) if the compensation enabled Cell Foundation to implement, (ii) if the compensation was specifically restricted for such project or initiative, (iii) if the compensation was used entirely for a specific project or initiative, or (iv) under other conditions that Cell Foundation and the Supporter agree comply with the principles set forth in this Policy;

6.4 Cell Foundation shall not disclose any confidential information about the supporter or the event compensation, including any conditions attached to it, to any unauthorised parties, unless Cell Foundation and the supporter have previously agreed that such disclosure is permissible.

6.5 Cell Foundation shall disclose the total number of anonymous supporters and the total amount of funds collected from them as a separate item of information for the supporter if required.

6.6 Cell Foundation shall publish accurate reports on its income and expenditures (including expenses incurred in soliciting contributions, gifts and grants), that meet the standards set forth in applicable law and regulations and provide clear, complete, and accurate information on its activities for stakeholders, beneficiaries, supporters and the public.

All agreements in variation with these terms must be confirmed in writing. Please sign, date and return one copy of this contract to confirm your agreement to the terms stated above.

Cell Foundation will present an invoice for the event compensation once the agreement is signed by both parties.

Signature

Director Milika Muritu

Signature

Kristiina Alliksaar,

The Chancellor, Estonian Ministry of Culture